

AMENDMENT TO LEASE

13 Sep 24
THIS AMENDMENT TO LEASE (Amendment) is entered into as of [DATE] by and between the United States of America (Lessor), acting through the National Park Service (NPS), an agency of the United States Department of the Interior, and the City of New York (Lessee).

WHEREAS, pursuant to NPS Lease# L-GATE912-2023, commencing on September 15, 2023, by and between Lessor and Lessee (the "Original Lease"), Lessor did lease to Lessee, and Lessee did lease from Lessor, the Premises (as defined in the Original Lease); and

WHEREAS, the term of the Original Lease expires on September 14, 2024; and

WHEREAS, the Lessee continues to face a humanitarian crisis associated with migrants and has requested the continued assistance of the NPS, Gateway National Recreation Area to provide temporary shelter and services during the emergency declared by the Mayor of the City of New York and the Governor of the State of New York; and

WHEREAS, pursuant to 36 C.F.R. § 18.10, Lessor and Lessee desire to extend the term of the Original Lease as set forth herein;

NOW, THEREFORE, in consideration of their mutual promises, Lessor and Lessee hereby agree as follows:

1. Capitalized terms used and not defined in this Amendment have the meanings ascribed to such terms in the Original Lease (as modified hereby). For purposes hereof, the term "Lease" shall mean the Original Lease as modified by this Amendment.
2. Section 4 of the Original Lease is amended to extend the Lease Term such that the Expiration Date shall be September 14, 2025.
3. Section 5.2 of the Original Lease is amended by deleting the second sentence that states "During the entire 1-year Lease Term, the total cumulative Monthly Rent will be twenty million, eight hundred five thousand dollars (\$20,805,000)."
4. For the purpose of clarification, the City will continue to pay Monthly Rent in the amount of one million, seven hundred thirty-three thousand, seven hundred fifty dollars (\$1,733,750), and Management and Oversight Rent in the amount five hundred thousand dollars (\$500,000) per month, directly to the Lessor as described in Section 5 of the Original Lease.
5. Appendix 1- General Operational Terms and Conditions is amended by deleting "for a period of up to one (1) year" from the paragraph that begins with "PURPOSE."

6. Except to the extent hereinabove modified, the Original Lease is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Director of the National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as the Lessor; and the Lessee have executed this Amendment by proper persons thereunto duly authorized as of the date heretofore written.

LESSOR:

UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

By: Frank W. Lands
Print Name: FRANK LANDS
Title: DEPUTY DIRECTOR - OPERATIONS
Date: 13 SEPTEMBER 2024

LESSEE:

The City of New York

By: Sheena Wright
Print Name: SHEENA WRIGHT
Title: FIRST DEPUTY Mayor
Date: SEPTEMBER 9, 2024